

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

CHAPTER 7
Case No.

In re:

John J. Kirchhoff
Stephanie K. Kirchhoff
Debtor

93-11604KC

FCC National Bank/First Card
Plaintiff

v.

Stephanie K. Kirchhoff
Defendant

Adversary Proceeding No.
94-1029KC

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA
MAY - 3 1994
BARBARA A. EVERLY, CLERK

JUDGMENT

The issues of this proceeding having been duly considered by the Honorable Paul J. Kilburg, United States Bankruptcy Judge, and a decision having been reached without trial or hearing,

IT IS ORDERED AND ADJUDGED: That the Stipulation between Plaintiff and Defendant is hereby approved and Defendant-Debtor is directed to perform all the obligations that she agreed to in the Stipulation. IT IS FURTHER ORDERED that judgment is entered against Defendant-Debtor Stephanie K. Kirchhoff in favor of First Card for a nondischargeable debt in the amount of \$3,850.00. IT IS FURTHER ORDERED that Kirchhoff shall execute and deliver to First Card's attorney a confession of judgment in favor of First Card in the amount of \$7,281.70 which shall not be recorded unless Kirchhoff becomes in default by failing to make timely payments according to the Stipulation's payment schedule. IT IS ALSO ORDERED that if Kirchhoff fails to timely make payments to First Card, the Stipulation shall be rendered null and void and First Card is authorized to do the following: record and use the confession of judgment executed by Kirchhoff; seek any other remedies available under state or federal law; be entitled in any collection action to the amount of the confession of judgment (\$7,281.70) plus post-petition interest at the judgment rate, and attorney fees.



[Seal of the U.S. Bankruptcy Court]
Date of Issuance: 5/3/94

BARBARA A. EVERLY
Clerk of Bankruptcy Court
By: *Barbara A. Everly*
Deputy Clerk

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UNITED STATES BANKRUPTCY COURT

FILED
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

FEB 24 1995

BARBARA A. EVERLY, CLERK

IN RE:
JOHN J. KIRCHHOFF AND
STEPHANIE K. KIRCHHOFF,
Debtors,

BANKRUPTCY NO. 93-11604KC

FCC NATIONAL BANK/FIRST CARD,
Plaintiff,

ADVERSARY NO. 94-1029KC

vs.

STEPHANIE K. KIRCHHOFF,
Defendant

PARTIAL RELEASE OF
JUDGMENT LIEN

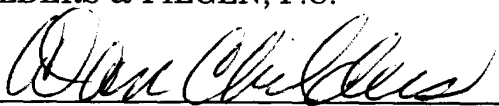
COMES NOW the Plaintiff, FCC National Bank/First Card, by and through its counsel, Childers & Fiegen, P.C., and does hereby release from the lien of the judgment in the above and foregoing matter the real estate described as:

**LOT 22, BLOCK 1, REPLAT OF RICHMOND'S FIFTH ADDITION TO
CEDAR RAPIDS, LINN COUNTY, IOWA**

The Clerk of the Bankruptcy Court is respectfully requested to show this matter of record.

CHILDERS & FIEGEN, P.C.

BY:


Dan Childers I.D. No. 404746700
Suite 350 - The Center
P.O. Box 5430
Cedar Rapids, IA 52406-5430
(319) 363-3322 (319) 362-5634 Fax
Attorney For FCC National Bank/First Card

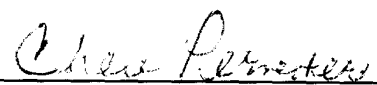
STATE OF IOWA)

COUNTY OF LINN)

ss:

On this 24th day of February, 1995 before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Dan Childers, to me known to be the person who executed the foregoing instrument.

Copy handed to
filing attorney
on date filed *BN*


Notary Public for the State of Iowa

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01:23 pm.05/02/94.SMD:taj

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

MAY 03 1994

BARBARA A. EVERLY, CLERK

IN RE:)	Chapter 7
)	
John J. Kirchhoff and)	Bankruptcy No. 93-11604-KC
Stephanie K. Kirchhoff,)	
)	
Debtors.)	
)	Adversary No. 94-1029KC
FCC National Bank/First Card,)	
)	
Plaintiff.)	
)	
vs.)	
)	
Stephanie K. Kirchhoff)	
)	
Defendant.)	

**ORDER Approving Stipulation Between Debtor
Stephanie K. Kirchhoff and FCC National Bank/First Card
and
ORDER Entering Judgment Against Debtor Stephanie K. Kirchhoff
for Nondischargeable Debt in the Amount of \$3,850.00**

On April 14, 1994, Plaintiff-Creditor FCC National Bank/First Card ("First Card") brought an adversary proceeding against Defendant-Debtor Stephanie K. Kirchhoff ("Kirchhoff"), Social Security No. 485-72-8967, seeking to have the Court except from discharge the \$7,430.21 debt owed to First Card by Kirchhoff as a result of her use of a Visa Gold Card, Account No. 4678-052-259-040, issued by First Card.

The Court, after reviewing the record and hearing statements of counsel, makes the following findings of fact:

1. That to avoid the expense, inconvenience and uncertainty of litigation, Kirchhoff and First Card have reached a settlement, the terms of which are embodied in the attached Stipulation, under which they agree that Kirchhoff shall satisfy First Card's claim against her by paying the sum of \$3,850.00 to First Card.

2. That under the Stipulation Kirchhoff also agrees to the Court's entry of a nondischargeable debt against her in favor of First Card in the amount of \$3,850.00.

3. That Kirchhoff further agrees to pay the \$3,850.00 nondischargeable debt to First Card pursuant to the following schedule contained in the Stipulation:

(a) Sixty-five dollars (\$65.00) per month for fifty-nine (59) consecutive months, beginning on April 1, 1994, and continuing on the first day (1st) of each month thereafter to and including February 1, 1999, and

(b) Fifteen dollars (\$15.00) per month for one month, beginning on March 1, 1999.

4. That Kirchhoff agrees to forward these monthly payments to:

Ms. Lin Letourneau
First Card
P.O. Box 2011 K5
Elgin, Illinois 60121

5. That, once an order has been entered by the Court approving the Stipulation, Kirchhoff agrees to execute and give to First Card's attorney a confession of judgment in favor of First Card in the amount of \$7,281.70, which shall not be recorded by First Card unless Kirchhoff becomes in default by her failure to make timely payments to First Card according to paragraphs 3 and 4 of this Order.

6. That if Kirchhoff fails to make the payments to First Card as set forth in paragraphs 3 and 4 of this Order, the Stipulation between the parties shall be

rendered null and void and First Card may record and use the confession of judgment executed by Kirchhoff and seek any other remedies available to it under state or federal law.

7. That if Kirchhoff fails to make the payments to First Card as set forth in paragraphs 3 and 4 of this Order, First Card, in any collection action against Kirchhoff, shall be entitled to the amount of the confession of judgment (\$7,281.70), plus post-petition interest at the judgment rate, and its attorney fees for collection of the debt.

8. That the Stipulation between Kirchhoff and First Card is in the best interest of the estate and should be approved.

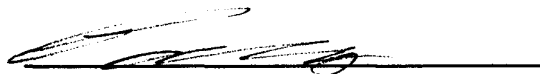
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Stipulation between Defendant-Debtor Stephanie K. Kirchhoff and Plaintiff First Card is hereby approved and Defendant-Debtor is directed to perform all the obligations that she agreed to in the Stipulation.

IT ALSO IS ORDERED that judgment is entered against Defendant-Debtor Stephanie K. Kirchhoff in favor of First Card for a nondischargeable debt in the amount of \$3,850.00.

IT FURTHER IS ORDERED that following entry of this Order, Kirchhoff shall execute and deliver to First Card's attorney a confession of judgment in favor of First Card in the amount of \$7,281.70, which shall not be recorded by First Card unless Kirchhoff becomes in default by failing to make timely payments to First Card according to the Stipulation's payment schedule as described above in paragraph 3.

IT ALSO IS ORDERED THAT if Kirchhoff fails to timely make payments to First Card, the Stipulation between the parties shall be rendered null and void and First Card is authorized to do the following: record and use the confession of judgment executed by Kirchhoff; seek any other remedies available under state or federal law; be entitled in any collection action to the amount of the confession of judgment (\$7,281.70), plus post-petition interest at the judgment rate, and attorney fees.

SO ORDERED this 3 day of May, 1994.


PAUL J. KILBURG, Judge
United States Bankruptcy Court
Northern District of Iowa

Order prepared and submitted by:
Kathleen Corcoran I.D. No. 483-56-9323
Childers & Fiegen, P.C.
Attorneys for FCC National Bank/First Card

Copy to
Henry Nathanson
Kathleen Corcoran
U.S. Trustee
(w/judgment)
this May 3, 1994
mg

03:25 pm 03/04/94 SMD:lj

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

MAR 15 1994

BARBARA A. EVERLY, CLERK

IN RE:) Chapter 7
)
John J. Kirchhoff and) Bankruptcy No. 93-11604-KC
Stephanie K. Kirchhoff,)
)
Debtors.)

STIPULATION BETWEEN DEBTOR STEPHANIE J. KIRCHHOFF
AND FCC NATIONAL BANK/FIRST CARD FOR ENTRY OF
NONDISCHARGEABLE DEBT IN THE AMOUNT OF \$3,850.00

Stephanie K. Kirchhoff a/k/a Stephanie Lux ("Kirchhoff") and FCC National Bank/First Card ("First Card"), through its attorneys, Childers & Fiegen, P.C., stipulate and agree as follows:

1. Kirchhoff filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code on September 28, 1993.
2. First Card, 2500 Westfield Drive, Elgin, Illinois 60123, is a creditor of Kirchhoff's.
3. In Schedule F of her Chapter 7 bankruptcy petition, Kirchhoff listed First Card as a creditor with an unsecured, non-priority claim of \$7,281.70.
4. In Schedule F Kirchhoff stated that the consideration for First Card's claim was "purchase of general merchandise and cash advance of \$3,000 in August."
5. First Card issued Kirchhoff a Visa Gold Card, Account No. 4678-052-259-040 in April 1993.

6. The first transaction Kirchhoff made with her Visa Gold Card was on April 29, 1993, and her last transaction with the card was on September 14, 1993.

7. During that period of approximately five months, the cash advances and goods/services purchases charged by Kirchhoff to her Visa Gold, together with the finance charges/cash advance fees assessed by First Card, totaled \$7,430.21.

8. During the period, Kirchhoff charged on her Visa Gold Card two (2) purchases of goods or services that totaled \$254.21.

9. During the period, Kirchhoff also charged on her Visa Gold Card fourteen (14) cash advances that totaled \$7,300.00

10. The payments made by Kirchhoff on her Visa Gold Card account during the period totaled \$256.00. She made payments of \$20.00 on May 23, 1993; \$59.00 on June 24, 1993; \$61.00 on July 24, 1993; and \$116.00 on August 25, 1993.

11. That to avoid the expense, inconvenience and uncertainty of litigation, Kirchhoff and First Card have reached this Stipulation, under which they agree that Kirchhoff shall satisfy First Card's claim against her by paying the sum of \$3,850.00 to First Card.

12. Kirchhoff agrees to the Bankruptcy Court's entry of a nondischargeable debt against her in favor of First Card in the amount of \$3,850.00.

13. Kirchhoff agrees to pay the \$3,850.00 nondischargeable debt to First Card pursuant to the following schedule:

(a) Sixty-five dollars (\$65.00) per month for fifty-nine (59) consecutive months, beginning on April 1, 1994, and continuing on the first day (1st) of each month thereafter to and including February 1, 1999, and

(b) Fifteen dollars (\$15.00) per month for one month, beginning on March 1, 1999.

14. Kirchhoff agrees to forward these monthly payments to

Ms. Lin Letourneau
First Card
P.O. Box 2011 K5
Elgin, Illinois 60121

15. Kirchhoff and First Card stipulate and agree that no interest shall accrue on the unpaid balance during the payment schedule as set forth in paragraph 13.

16. Once an order has been entered by the Court approving this Stipulation, Kirchhoff shall execute and give to First Card's attorney a confession of judgment in favor of First Card in the amount of \$7,281.70, which shall not be recorded by First Card unless

17. Kirchhoff's failure to make the payments as set forth in paragraphs 13 and 14 above shall constitute default.

18. If Kirchhoff fails to make the payments to First Card as set forth in paragraphs 13 and 14 and becomes in default, this Stipulation shall be rendered null and void and First Card may record and use the confession of judgment executed by Kirchhoff and seek any other remedies available to it under state or federal law.

19. If Kirchhoff fails to make the payments to First Card as set forth in paragraphs 13 and 14 above and becomes in default, First Card, in any collection action against Kirchhoff, shall be entitled to the amount of the confession of

judgment (\$7,281.70), plus post-petition interest at the judgment rate, and attorney fees for collection of the debt.

20. The parties agree that this Stipulation shall not become effective until the Bankruptcy Court enters an order approving it.

21. This Stipulation shall inure to the benefit of the respective parties, their heirs, successors and assigns.

22. Kirchhoff and First Card agree to cooperate in the drafting and execution of any and all additional documents necessary to effectuate the purpose and intent of this Stipulation.

24. This Stipulation shall be interpreted, construed, enforced and performed in accordance with the laws of the State of Iowa.

25. Kirchhoff and First Card request that the Court enter an order approving this Stipulation; directing Kirchhoff to execute a confession of judgment in the amount of \$7,281.70; and entering judgment against Kirchhoff in favor of First Card for a nondischargeable debt in the amount of \$3,850.00.

STEPHANIE K. KIRCHHOFF
a/k/a Stephanie Lux

FCC NATIONAL BANK/FIRST CARD

By: Stephanie K Kirchhoff
Stephanie K. Kirchhoff
Social Security No. 485-72-8967
2841 Sixth Street SW, Apt. #14
Cedar Rapids, Iowa 52404

By: Kathleen Corcoran
Kathleen Corcoran I.D. No. 483-56-9323
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